## 506122229 06/24/2020

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6168954

| SUBMISSION TYPE:  |  | NEW ASSIGNMENT   | NEW ASSIGNMENT    |                |  |  |
|---|--|--|-------------------|----------------|--|--|
| NATURE OF CONVEYANCE:   |  | ASSIGNMENT   |                   |                |  |  |
| CONVEYING PARTY D   | ΑΤΑ  |  |                   |                |  |  |
|   |  | Name   |                   | Execution Date |  |  |
| DENIS P. FRIEL  |  |  |                   | 07/24/2018     |  |  |
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| Postal Code:  | 35208  | 35208  |                   |                |  |  |
| Application Number:   | 1  | 6437153  |                   |                |  |  |
|   |  |  |                   |                |  |  |
|   | (<br>be sent to  | 212)202-3819<br>the e-mail address first; if th<br>; if that is unsuccessful, it w   |                   |                |  |  |
| Fax Number:<br><i>Correspondence will I<br/>using a fax number, if</i><br>Phone:  | )<br>be sent to<br>provided;<br>7                            | the e-mail address first; if th<br>if that is unsuccessful, it w<br>165667739  |                   |                |  |  |
| Fax Number:<br><i>Correspondence will I<br/>using a fax number, if</i><br>Phone:<br>Email:  | )<br>be sent to<br>provided;<br>7<br>ji                      | <i>the e-mail address first; if th</i><br>; <i>if that is unsuccessful, it w</i><br>7165667739<br>meredith@lippes.com  |                   |                |  |  |
| Fax Number:<br><i>Correspondence will I<br/>using a fax number, if</i><br>Phone:<br>Email:<br>Correspondent Name:                                       | )<br>be sent to<br>provided;<br>7<br>ji<br>ji                | <i>the e-mail address first; if th</i><br><i>if that is unsuccessful, it w</i><br>7165667739<br>meredith@lippes.com<br>IENNIFER MEREDITH   |                   |                |  |  |
| Fax Number:<br><i>Correspondence will I<br/>using a fax number, if</i><br>Phone:<br>Email:  | )<br>be sent to<br>provided;<br>7<br>ji<br>5<br>5            | <i>the e-mail address first; if th</i><br>; <i>if that is unsuccessful, it w</i><br>7165667739<br>meredith@lippes.com  | ill be sent via l |                |  |  |
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#### PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (the "Assignment") dated as of July 24, 2018, is made by DENIS P. FRIEL, an individual with an address of 155 Coopertown Road, Haverford, PA 19041, (collectively, the "Assignor"), to and for the benefit of Alabama Metals Industries Corporation., a Delaware corporation ("Assignee").

#### <u>WITNESSETH:</u>

WHEREAS, Assignor owns all right, title and interest in and to the patent registration ("Patent Registration") and the patent applications ("Patent Applications") identified on <u>Schedule 1</u> and the underlying inventions and Know-How as defined in the Patent and Trademark Purchase Agreement between them dated as of June 7, 2018 ("Purchase Agreement"), including without limitation trade secrets, discoveries, concepts, ideas, technologies, whether patentable or not, including processes, methods, formulas and techniques related to the foregoing, and any and all written, unpatented technical or scientific information, including research and development notebooks, research data, research memoranda, consultant reports, research reports from third parties, abandoned patent applications, invention disclosures, patentability reports and searches, patent and literature references, and the like developed or acquired before the date hereof related to such Patent Registration and Patent Applications, (collectively, the "Patent Properties"); and

WHEREAS, Assignce wishes to acquire and Assignor wishes to assign all of the Assignor's right, title and interest in, to and under the Patent Properties and the goodwill of the business associated therewith pursuant to the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, paid by Assignce to Assignor, including the premises, covenants, representations and warranties of Assignor to Assignce set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby accepts the sale, conveyance, assignment and transfer from Assignor of, all of Assignor's right, title and interest in and to the Patent Properties, for Assignee's own exclusive use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made, together with all rights of priority, any U.S. or foreign registrations which may issue from any Patent Properties, and all divisions, continuations, continuations-in-part, reissues, re-examinations, substitutions, renewals and extensions of the Patent Properties or registrations resulting therefrom, and any dominant and subordinate patents thereto, as the case may be, and all income, royalties or payments due or payable as of the date hereof or thereafter, and all past, present and future claims, counterclaims, judgments, merits, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringement or other violation of

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the Patent Properties, together with the right to sue for and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the date hereof, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

TO HAVE AND TO HOLD the same unto the said Assignee, its successors and assigns, forever,

Assignor requests appropriate government officials and agencies to record Assignee as the assignee and owner of the Patent Properties.

Upon the request of Assignce, and at no additional consideration, Assignor agrees to execute further papers and to do such other acts as may be reasonably necessary or proper to more fully vest in Assignee complete, indefeasible title in, to and under the Patent Properties as may be appropriate to obtain, renew, issue or enforce the Patent Properties.

Assignor and Assignce expressly agree that Assignce has not assumed and shall not be liable for any liabilities or obligations of Assignor, including without limitation, any liabilities or damages for Assignor's infringement of any other person's intellectual property rights.

This Assignment shall be interpreted in accordance with and governed by the laws of the State of New York without giving effect to the principles of conflicts of law thereof.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

Denis /ml

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## Schedule 1: Patents

| <u>Application No.</u><br>U.S. 15/446,732 | Registration No.<br>10,024,063 B2     | <u>Title</u><br>Weep Screed | <u>Filing Date</u><br>03/01/2017 |
|---|---------------------------------------|-----------------------------|----------------------------------|
| U.S. 16/011,740                           | <u></u>                               | Weep Screed                 | 06/19/2018                       |
| CA 2,997,432                              | · · · · · · · · · · · · · · · · · · · | Weep Screed                 | 03/05/2018                       |

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